

ADOPTED 7/26/94

MEMORANDUM

JULY 26, 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: BRIAN DeLOREY, ASSISTANT DIRECTOR,
ECONOMIC DEVELOPMENT

MICHAEL A. BARTOSIAK, ASSISTANT DIRECTOR,
REAL ESTATE SERVICES

SUBJECT: LICENSE TO OPERATE SEASONAL OUTDOOR PUSH CART FOR RELATED
MARINE USE- LONG WHARF-WATERFRONT

SUMMARY: THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO EXECUTE A LICENSE AGREEMENT WITH THE SCHOONER LIBERTY, INC., TO HAVE AN OUTDOOR TICKET BOOTH IN THE FORM OF A PUSH CART ON A PORTION OF LONG WHARF FOR THE SOLE PURPOSE OF SELLING TICKETS FOR RIDES ABOARD THE SCHOONER "LIBERTY".

The Boston Redevelopment Authority over the years has expended a considerable amount of time and expense in the planning, design, construction and maintenance of publicly accessible recreation areas along Boston's historic waterfront. The City of Boston and Commonwealth of Massachusetts has given new life to Long Wharf, perhaps the most historically significant pier in all of Boston, with the construction of the Long Wharf Park. Long Wharf park once again gives those living and working in the City of Boston the experience to connect with the past. If you visited Long Wharf on a pleasant day you would see hundreds of school kids visiting the nearby Aquarium, tourists taking the water shuttle to the Navy Yard to see "Old Ironside" or workers enjoying the hustling and bustling of daily activities in the Boston Harbor.

The Boston Redevelopment Authority has received a proposal for the Schooner Liberty, Inc., a Long Wharf sailing boat operator who expresses a need to have an outdoor ticket booth in the form of a pushcart on a portion of Long Wharf in front of the Chart House building for the sole purpose of selling tickets for rides aboard the schooner "Liberty". The pushcart is similar to those used by other vendors in Downtown Crossing, etc. It measures approximately 3 feet x 7 feet and stands approximately 6 feet in height. (see attached photocopy of pushcart). It is recommended that a standard License Agreement be executed reserving the BRA's right to have the site vacated upon thirty (30) days written notice. A copy of the proposed License Agreement is attached hereto. It is further recommended that consideration to the BRA shall total one hundred (\$100.00) dollars per month for a portion of Long Wharf containing approximately forty (40) square feet. All other aspects of standard BRA license, particularly in providing a certificate of insurance for general liability coverage with the BRA named as additional insured and holding the BRA harmless for certain events will remain in effect. The BRA will retain its right to review and approve any and all push carts, adornment, and signage to be erected within the License Area. This requirement will allow the BRA to maintain and protect the high aesthetic and visual standards of Long Wharf.

An appropriate vote follows:

VOTED: That the Director be authorized to execute a one year License Agreement with Schooner Liberty, Inc., 66 Long Wharf, Boston, MA, 02110, for a certain portion of Long Wharf in the Waterfront Urban Renewal Area containing approximately 40 square feet to be used for the temporary use of locating one seasonal outdoor ticket booth in the form of a push cart for the schooner "Liberty" at the monthly license rental of One Hundred (\$100.00) Dollars. Said License shall provide that the Licensee obtain liability insurance naming the BRA as an additional insured in all policies, with limits and exceptions to be set by the Executive Director's Office and its duly authorized insurance provider, in accordance with the BRA's usual form. Said License Agreement is to contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond this temporary tenancy. Said License to contain the BRA's usual terms and condition and such other terms and conditions as the Director deems appropriate and in the best interest of the BRA.

Finally, we own a 81 foot schooner named the Liberty. It's docked at Boston Waterfront Marina directly behind the Marriott Hotel and Club House. We would like to offer the tourists and residents of Boston the chance to explore Boston by sea. Bay State Cruise Lines does this with their motor boats. We'd like to give people a sailing experience, which is a much different adventure. This way we're not competing directly with other cruise lines. We're only expanding what Boston has as other visitors and residents.

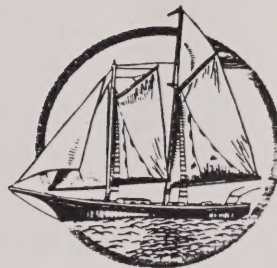
The plan is Grand Canal approved and located in very busy area (40) restaurants. All the restaurants, such as inquiries, are in place. However, what we need is place to set up booth so the people know the service is available. Long Wharf is the perfect location. Our request, since we will own Long Wharf, is for permission to operate such a ticket concession on the pier.

We have enclosed some of the promotional materials we've developed. We are a legitimate business and investment. Mr. Norberg is the Chief Financial Officer for H&A, Holiday Advertising. Greg Muzzy owns and operates several businesses in the Boston area. We are more than willing to follow the procedures and process to expedite our request. We'd like to meet with you to discuss the possibilities of a Liberty ticket concession.

Sincerely,

Greg Muzzy
Greg Muzzy

Joe Norberg
Joe Norberg



LIBERTY
PORT OF BOSTON

May 19, 1994

Ms. Marisa Lago
Director
Boston Redevelopment Authority
Boston City Hall
City Hall Plaza
Boston, Massachusetts 02201

Dear Ms. Lago:

Boston is a destination tourist city. This summer the streets have expanded with those visiting the Freedom Trail, Public Garden and the waterfront. Our main purpose in writing you is to talk about one of the finest treasures Boston possesses ... the waterfront.

Presently, we own a 61 foot schooner called the Liberty. It's docked at Boston Waterboat Marina directly behind the Marriott Hotel and Chart House. We would like to offer the tourists and residents of Boston the chance to explore Boston by sea. Bay State Cruise Lines does this with their motor boats. We'd like to give people a sailing experience, which is a much different adventure. That way we're not competing directly with other cruise lines. We're only enhancing what Boston has to offer visitors and residents.

The Liberty is Coast Guard approved and licensed to carry forty-nine (49) passengers. All the necessities, such as insurance, are in place. However, what we need is place to sell tickets so that people know the service is available. Long Wharf is the perfect location. Our request, since the BRA owns Long Wharf, is for permission to operate such a ticket concession on the pier.

We have enclosed some of the promotional materials we've developed. We are a legitimate business and businessmen. Mr. Norberg is the Chief Financial Officer for Hill, Holliday Advertising. Greg Muzzy owns and operates several businesses in the Boston area. We are more than willing to follow the procedures and process to expedite our request. We'd like to meet with you to discuss the possibilities of a Liberty ticket concession.

Sincerely,

Greg Muzzy

Joe Norberg

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

SCHOONER LIBERTY, INC.

This Agreement is made as of the _____ day of _____, 1984 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Schooner Liberty, Inc., hereinafter called the Licensee.

A license is issued, the License Area, as generally described herein and in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The Licensee shall use the temporary structure located within the License Area for the purpose of displaying and selling the Licensee's products.

THE SCHOONER LIBERTY

2. The Licensee shall be responsible for obtaining all necessary permits from the City of Boston and the State of Massachusetts.
3. The License Area is to be used only for the purpose of displaying and selling the Licensee's products. No other use is permitted.
4. The Licensee shall be responsible for obtaining all necessary permits from the City of Boston and the State of Massachusetts.

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

SCHOONER LIBERTY, INC.

This Agreement is made as of the ____ day of _____, 1994 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Schooner Liberty, Inc., hereinafter called the Licensee.

A license to occupy the License Area, as generally described below and in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is to be used solely for the temporary use of a certain portion of Long Wharf containing approximately 40± square feet in front of the Chart House Building for seasonal outdoor push cart for the purposes of a ticket booth for the schooner "Liberty."

The License Area is to be used solely for an outdoor ticket booth and no other commercial activities or subletting is permitted within the License Area.

The License is for a period of one year from date of execution subject to cancellation or amendment by the Licensor on thirty (30) days written notice to the Licensee. The License is effective upon execution and the License fee will be pro-rated to reflect the Licensee's actual start date.

2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be One Hundred Dollars (\$100.00) per month, payable in advance on the first day of each month, commencing upon execution. Upon execution of this Agreement, the Licensee shall deposit with the Licensor a sum equal to one month's License Fee, to be retained by the Licensor until sixty days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement, and/or also deposit with the Licensor a bond or cash deposit in the amount as may be required in

the Special Conditions attached to this License to assure restoration of the property to its condition at the time of initial occupancy by the Licensee or as may be required by the said Special Conditions. No interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or maybe due the Licensee from the Licenser. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Licensee shall indemnify and save harmless the Licenser from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licenser may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licenser, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licenser and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million (\$1,000,000) Dollars combined single limit and Two Million (\$2,000,000) Dollars aggregate. The Licenser and City of Boston shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licenser prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner

contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.

10. The Licensee agrees to assume all maintenance expenses including trash removal, utility, sewer and water charges and Licensee will have complete responsibilities for compliance with all federal, state, and municipal laws, codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Marisa Lago, Director

SCHOONER LIBERTY, INC.

By: _____

Gregory Muzzy, President and CEO

Approved as to form:

Kevin J. Morrison
Acting Chief General Counsel
Boston Redevelopment Authority

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities and liability for compliance with all federal, state and municipal laws, codes, laws and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use. Licensee agrees to remove all equipment incident to the operation of the ticket outlet at the end of the day. Licensor will not be held responsible for safe storage of the equipment.
12. In conjunction with a general increase in the rents in the Waterfront Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Waterfront Project in the same year.
13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
14. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
15. Licensee shall provide and assume all costs of the License Area including police, fire, security guards, ambulances or sanitary services required to insure compliance with all laws, codes and ordinances. Licensee agrees it will not occupy or use the License Area until it has received the proper respective City of Boston departments, agencies, etc., all required Licenses or Permits and has furnished copies of said Licenses or Permits to the Licensor.
16. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets, walkways, and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
17. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.

18. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
19. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed become due and payable until those certificates have been filed. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

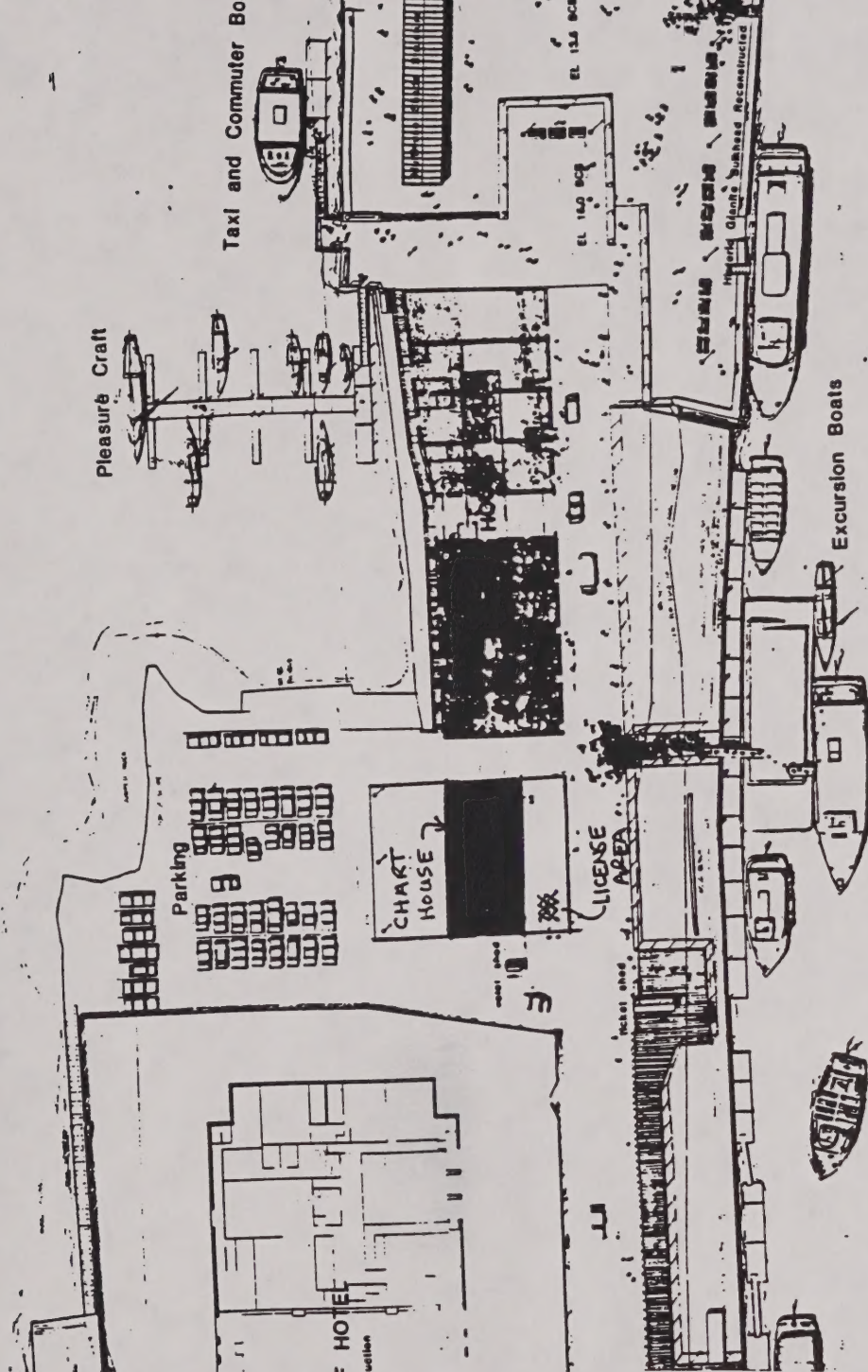
All insurance policies provided to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licenser.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licenser prior to execution or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insureds: The Boston Redevelopment Authority as Licenser and the City of Boston. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

20. The Licensee shall, if the activities permitted herein requires special permitting, obtain the necessary permits from the appropriate agencies prior to occupancy of the License Area.
21. The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.
22. The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this Agreement without the prior written approval of the Licensor.



The License Area is to be used solely for the temporary use of a certain portion of Long Wharf containing approximately 40± square feet in front of the Chart House Building for seasonal outdoor push cart for the purposes of a ticket booth for the schooner "Liberty."

The License Area is to be used solely for an outdoor ticket booth and no other commercial activities or subletting is permitted within the License Area.

The License is for a period of one year from date of execution subject to cancellation or amendment by the Licensor on thirty (30) days written notice to the Licensee. The License is effective upon execution and the License fee will be pro-rated to reflect the Licensee's actual start date.

Exhibit "A"

Massachusetts

BOSTON REDEVELOPMENT AUTHORITY

